

## SERVICE SCHEDULE

### IP TRANSIT V1.0

This is a Service Schedule as defined in the Conditions. Where the Services set out in this Service Schedule form part of the Services to be supplied under a Contract (as defined in the Conditions), this Service Schedule forms part of the Contract.

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

#### 1 Additional Definitions

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

- 1.1 "Core Network" – the Supplier's Core Network represents the central part of the network responsible for data transfer in and out of the Supplier's facilities and to and from the Internet.
- 1.2 "IP" – Internet Protocol. This is the protocol over which the vast majority of services the Internet provides run.
- 1.3 "IP Address" - An Internet Protocol address which is used to uniquely reference an endpoint on a particular network. By virtue of the Internet itself being one single global network, IP addresses on it must be unique and are therefore controlled by addressing authorities and are assigned to specific organisations. Private networks, either separate or connected via network address translation, have their own IP addressing and are not subject to such control. Because of this, IP Addresses on the Internet are often referred to as "Public IP Addresses" with those on private networks being "Private IP Addresses."
- 1.4 "BGP" – Border Gateway Protocol. This is a primary protocol used in the exchange of routing information on the Internet. BGP arrangements between networks allow "announcements" of the locations of IP addresses and are used to control routing of data packets around the internet.

#### 2 IP Transit – Service Scope and Description

- 2.1 IP Transit services provide physical connectivity to the Supplier's Core Network ("Link" products) and through data transfer allowances access to external services including the Internet.
- 2.2 IP Transit services are provided to the Customer for so long as the Contract remains in force in accordance with the terms of this Contract and the Supplier's AUP, security and access policies and procedures.
- 2.3 IP Transit services are subject to payment by the Customer of the Supplier's Charges for installation and support Services, where appropriate, calculated at its rates as set out in the Order Form or as subsequently agreed between the parties from time to time.
- 2.4 IP Transit services are only provided to the Customer on a managed basis in a fixed configuration.
- 2.5 The scope of the Services being provided by the Supplier is detailed in the Pulsant Service Description – IP Transit document in the section headlined Management Scope. This Document also contains recommended specific considerations under the section "Service Dependencies and/or Related Services". The Customer confirms that it has considered and retains full responsibility for all scenarios relating to IP Transit conditions and functionality of each related or dependent service and that the Supplier has no responsibility for any failure of any of these related or dependent services.
- 2.6 The Customer accepts that there are risks inherent in internet connectivity and the Supplier does not warrant the performance or impact on Services of any internet connectivity issues where such bandwidth is not wholly provided by the Supplier.
- 2.7 The Supplier will provide the specified number of physical copper connections to the Internet (one for a Single Link service, two for a Resilient Link service) to the correct location within a Supplier facility, along with the specified amount of data transfer allowance which will be metered using the industry standard 95<sup>th</sup> percentile measurement.
- 2.8 Resilient links will be presented as active/passive failover pairs using HSRP/VRRP protocols to present a single gateway IP address on the active cable only. Optionally, with the BGP services, BGP protocol can be used instead of HSRP/VRRP to enable active/active connections subject to the Supplier's approval.
- 2.9 The Supplier will monitor the state of the physical link against the configured state and respond where there is a mismatch for example where a physical link is configured as active but is shown as down.

- 2.10 The Supplier is not responsible for any service component associated with the Customer connection to the IP Transit service which is not provided or configured by the Supplier.
- 2.11 The Supplier will monitor the performance of the Supplier's Core Network to ensure that adequate bandwidth exists on all internal connections to provide the Customer with the throughput expected based on the physical port operating speed and minimal network latency. Where Customer physical ports are overloaded by the Customer's connected equipment the Supplier will investigate and notify the Customer.
- 2.12 The Supplier will not provide a Class of Service or Quality of Service on the IP Transit service.
- 2.13 IP Addresses provided are subject to appropriate justification to the Supplier. The Supplier does not guarantee the availability of contiguous IP address spaces for expansion i.e. it should not be assumed that a range of 32 IP addresses provisioned today can be easily expanded to include the next 32 addresses in the future. This is against policies we must uphold from the IP addressing authorities. Such reservations may be entertained for fixed periods where suitable justification is provided within the initial request for addressing.

### 3 Security

- 3.1 The Internet, by its very nature, is open and should be considered unsafe. The Supplier recommends in all cases that a fully capable firewall is employed as a perimeter security measure and the Supplier shall not be responsible for any such failure by the Customer to do so.

### 4 Service Levels

- 4.1 The Supplier will use its reasonable endeavours to deliver the following Response Times in respect of incidents as set out in the table below.

Event Type	Service Hours	Response Time
<b>Critical</b>	24/7/365 (Issue must be notified by telephone)	Within 15 minutes
<b>Service Affecting</b>	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
<b>Routine</b>	Business Hours	Within 30 minutes, measured during Business Hours

- 4.2 The Supplier will use its reasonable endeavours to deliver the following Service Levels in respect of the Services as set out in the table below.

4.2.1 The below table defines the SLA for the Pulsant IP Transit service.

4.2.2 Where connected equipment is also managed by Pulsant, the SLAs for those managed services apply and include the IP Transit components within those environments.

Measure	Service Hours	Response Time
<b>Service Hours</b>	The hours during which the service and SLA is provided	24/7/365
<b>Availability</b>	% of the service hours during which service availability is guaranteed (excluding planned maintenance in clause 6 below)	100%

- 4.3 Target Availability above is based on connected devices utilising multiple connections to diverse access points in a redundant manner. Solutions with a single point of failure are supported by the Supplier but will have a Target Availability of no greater than 98.84%.

### 5 Fee Credits

- 5.1 Any Fee Credits which fall due pursuant to this Clause 5 are payable subject to and in accordance with Clause 5 of the Conditions.

	Service Hours	Target Availability	Fee Credits
<b>IP Transit</b>	24/7/365 (Issue must be notified by telephone)	100%	Pro rata proposition of the Monthly Charges for any Non-Availability Period

A pro rata proportion shall be calculated according to the number of complete minutes in the relevant calendar month and the number of complete minutes of Non-Availability in that calendar month.

“Non-Availability” means a period of time during which the relevant Service is unavailable in breach of the Availability Service Levels set out in paragraph 4.2 above.

## **6 Planned Maintenance**

- 6.1 Save in situation which is an Event of Force Majeure or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out maintenance activities that will affect or can reasonably be expected to affect the Customer’s operations, the Supplier shall notify the Customer at least 48 hours in advance of the commencement of the works detailing the nature of the work to be carried out and the timetable for completion of the works. These works will be carried out in accordance with the Supplier’s standard procedures which are available upon request by the Customer. In the case of an Event of Force Majeure or an emergency, no advance notice is required.
- 6.2 During the period of Planned Maintenance, the SLAs will not apply.